

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEBRASKA

RYSTA LEONA SUSMAN, BOTH
INDIVIDUALLY AND AS LEGAL
GUARDIAN OF SHANE ALLEN
LOVELAND; AND JACOB SUMMERS,

Plaintiff,

vs.

THE GOODYEAR TIRE AND RUBBER
COMPANY,

Defendant.

8:18CV127

AFFIDAVIT

I, Ryan Scarlett, hereby testify as follows: Affidavit

1. I am over the age of 21 and competent to testify as to the matters discussed herein.
2. I am a co-owner of Kearney Towing and Repair Center, Inc. ("Kearney")
3. I have one partner; together, my partner and I own and operate Kearney.
4. Kearney has 13 employees
5. On October 15, 2019 I appeared in Kearney, Nebraska for a videotaped deposition in response to a subpoena issued to Kearney by Goodyear Tire and Rubber Company for the above captioned lawsuit.
6. The testimony I provided during the October 15, 2019 video tapped deposition remains true and accurate, as I verily believe.
7. On March 10, 2020 I received a subpoena that was issued by Goodyear to me, commanding my appearance at the trial of this matter in Omaha, Nebraska from March 23 – 27, 2020. See Ex. 1, Subpoena.
8. A true and accurate copy of the subpoena I received is attached hereto as Exhibit 1.
9. If required to comply with the March 10, 2020 subpoena, I would have to travel in excess of 185 miles. See Ex. 2, Map.
10. If required to comply with the March 10, 2020 subpoena, I would be unable to perform by job duties at Kearney, resulting in approximately \$25,000 in lost revenue for this small business.
11. If required to comply with the March 10, 2020 subpoena, I would lose approximately \$1,825 in wages.
12. If required to comply with the March 10, 2020 subpoena, I would incur expenses for food, lodging, parking, ect. that I would not otherwise incur and that I would estimate to exceed \$1,000.


FURTHER AFFIANT SAYETH NOT.


Ryan Scarlett

SUBSCRIBED AND SWORN to me this 11th day of March, 2020.

EXHIBIT
Exhibit 3





Notary Public